

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

**CHRIS PURCELL, KIMBERLY
GROOME,**

Plaintiffs,

v.

**ROB HENNIG, HENNIG KRAMER RUIZ
& SINGH P.C.,**

Defendants.

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§

No. 22-CV-00469-MAK

Hon. Mark A. Kearney

**DECLARATION OF ROBERT A.
MAGNANINI, ESQ. IN SUPPORT OF
DEFENDANTS' MOTION TO DISMISS
THE AMENDED COMPLAINT**

I, Robert A. Magnanini, of full age, being duly sworn, deposes and states as follows:

1. I am the Managing Partner at the law firm of Stone & Magnanini LLP in Berkeley Heights, New Jersey ("S&M" or the "Firm"), attorneys for the Defendant. I submit this Declaration in support of Defendants' Motion to Dismiss the Amended Complaint (Dkt. 10).

2. Attached hereto as Exhibit 1 is a true and correct copy of the Civil Cover Sheet, Complaint, and Summons with Notice in the case captioned Hennig Kramer Ruiz & Singh, LLP v. Purcell, Groome, & Connolly et al., Case No. 22-ST-CV-12634, lodged with the Superior Court of California, LA County on April 14, 2022.

3. Attached hereto as Exhibit 2 is a true and correct copy of a document titled "Plaintiffs' [sp] Offer Of Judgment," served by Plaintiffs to Defendants in this Action on April 15, 2022.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 18, 2022

s/ Robert A. Magnanini
Robert A. Magnanini, Esq.

EXHIBIT 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Allison M. Schulman (SBN 272081) Law Offices of Allison M. Schulman, APC 1055 W. Seventh Street, Suite 1920 Los Angeles, California 90017 TELEPHONE NO.: 213.262.1825 FAX NO.: 213.262.1834 ATTORNEY FOR (Name): Plaintiff Hennig Kramer Ruiz & Singh, LLP		CASE NUMBER: 22STCV12634 JUDGE: DEPT:
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: Hennig Kramer Ruiz & Singh, LLP v. Purcell; et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Seven
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 14, 2022
Allison M. Schulman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal.**Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE:

Hennig Kramer Ruiz & Singh, LLP v. Purcell; et al.

CASE NUMBER

22STCV12634

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle. | 7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

Auto
TortOther Personal Injury/Property
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Hennig Kramer Ruiz & Singh, LLP v. Purcell; et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer		
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: Hennig Kramer Ruiz & Singh, LLP v. Purcell; et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

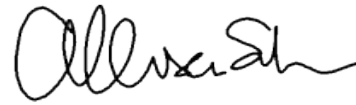
SHORT TITLE: Hennig Kramer Ruiz & Singh, LLP v. Purcell; et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 1925 Century Park East
CITY: Los Angeles	STATE: CA	ZIP CODE: 90067	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: April 14, 2022



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Allison M. Schulman, Esq. (SBN 272081)
LAW OFFICES OF ALLISON M. SCHULMAN, APC
 1055 W. Seventh Street, Suite 1920
 Los Angeles, California 90017
 Tel: 213.262.1825
 Fax: 213.262.1834

Attorney for Plaintiff,
 HENNIG KRAMER RUIZ & SINGH, LLP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
 FOR THE COUNTY OF LOS ANGELES**

HENNIG KRAMER RUIZ & SINGH, LLP, a
 California limited liability partnership,

 Plaintiff,

v.

CHRIS PURCELL, an individual;
 KIMBERLY GROOME, an individual;
 ROBERT E. CONNOLLY, an individual; and
 DOES 1 through 100, inclusive,

 Defendants.

Case No.: **22STCV12634**

COMPLAINT FOR DAMAGES FOR:

- 1. BREACH OF WRITTEN CONTRACT;**
- 2. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- 3. QUANTUM MERUIT;**
- 4. UNJUST ENRICHMENT;**
- 5. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;**
- 6. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE; AND**
- 7. CONVERSION.**

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, HENNIG KRAMER RUIZ & SINGH, LLP, and for
 causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because the contracts that are the subject of this action were formed in Los Angeles County, because Plaintiff's office is in

1 Los Angeles County, and because the work that is the subject of this action was performed by
2 Plaintiff in Los Angeles County.

3
4 **THE PARTIES**

5 2. Plaintiff HENNIG KRAMER RUIZ & SINGH, LLP ("Plaintiff") is a limited liability
6 partnership, formerly known as Hennig Ruiz P.C., with its principal place of business in the State
7 of California, County of Los Angeles.

8 3. Plaintiff is informed and believes, and thereon alleges, that Defendant CHRIS
9 PURCELL (hereinafter referred to as "PURCELL") is an individual, residing in Texas.

10 4. Plaintiff is informed and believes, and thereon alleges, that Defendant KIMBERLY
11 GROOME (hereinafter referred to as "GROOME") is an individual, residing in Nevada.

12 5. Plaintiff is informed and believes, and thereon alleges, that Defendant ROBERT E.
13 CONNOLLY (hereinafter referred to as "CONNOLLY") is an individual, residing in the State of
14 California, County of Riverside.

15 6. The true names and capacities, whether individual, corporate, associate, or
16 otherwise, of the Defendants named herein as DOES 1-100, inclusive, are unknown to Plaintiff
17 at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek
18 leave to amend this Complaint to insert the true names and capacities of said Defendants when
19 the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon
20 alleges, that each of the fictitiously-named Defendants is responsible for the wrongful acts
21 alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

22 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times
23 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
24 supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint
25 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were
26 acting at least in part within the course and scope of said agency, employment, conspiracy, joint
27 employer, alter ego status, and/or joint venture and with the permission and consent of each of
28 the other Defendants.

1 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
2 and each of them, including those Defendants named as DOES 1-100, acted in concert with one
3 another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled,
4 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
5 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
6 each of them, including those Defendants named as DOES 1-100, formed and executed a
7 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
8 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
9 to cause and actually causing Plaintiff harm.

10 9. Whenever and wherever reference is made in this Complaint to any act or failure
11 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
12 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

13
14 **FACTUAL ALLEGATIONS**

15 10. In or about July 2017, Plaintiff entered into fee agreements with both PURCELL
16 and GROOME (the “Agreements”), pursuant to which Plaintiff agreed to represent PURCELL
17 and GROOME in connection with their whistleblower claims involving their employment with
18 Gilead Sciences (the “Underlying Action”).

19 11. The Agreements provide that, in the event that PURCELL and GROOME chose to
20 terminate Plaintiff, PURCELL and GROOME would owe Plaintiff either the reasonable value of
21 the services provided, or, at Plaintiff’s option, 45% of the total amount received by PURCELL
22 and GROOME.

23 12. From July 2017 through approximately August 2019, Plaintiff dutifully and
24 aggressively litigated PURCELL and GROOME’s case. On or about August 7, 2017, Plaintiff filed
25 an initial complaint in the Eastern District of Pennsylvania containing false claims allegations
26 against PURCELL and GROOME’s then-current employer, Gilead Sciences, putting forth the
27 best strategy available to Plaintiff at the time. Plaintiff duly drafted disclosures to provide to the
28 United States. Plaintiff prepared PURCELL and GROOME for their Relator’s interview with the

1 United States. Plaintiff prepared an amended complaint after the Relator's interview, which was
2 filed on or about July 12, 2018. The amended complaint was based on legal theories developed
3 by Plaintiff in response to observations from the United States provided at the Relator's
4 interviewed. Plaintiff then continued further work on behalf of PURCELL and GROOME,
5 including working on a lengthy memorandum in conjunction with CONNOLLY, laying out the
6 legal justifications and theories underlying the amended complaint and preparing PURCELL
7 and GROOME for a second Relator's interview. The strategy behind the amended complaint
8 that was flushed out in the memorandum, ultimately formed the basis for successful opposition
9 to pleadings motions filed against PURCELL and GROOME.

10 13. On approximately September 9, 2019, PURCELL and GROOME terminated
11 Plaintiff's representation of them. PURCELL and GROOME continued to be represented by
12 CONNOLLY, who had been working on the PURCELL and GROOME case at Plaintiff's direction
13 as an agent of PLAINTIFF and/or PLAINTIFF's co-counsel in the UNDERLYING ACTION.

14 14. On information and belief, CONNOLLY encouraged PURCELL and GROOME to
15 terminate Plaintiff's representation of them and to continue with his representation of them. On
16 information and belief, CONNOLLY encouraged PURCELL and GROOME to terminate
17 Plaintiff's representation of them by misrepresenting Plaintiff's strategy to PURCELL and
18 GROOME and providing PURCELL and GROOME with unrealistic expectations. CONNOLLY
19 consistently gave the impression to PURCELL and GROOME that the government would
20 intervene in the case. Plaintiff gave more realistic advice and tried to set more realistic
21 expectations. It would appear PURCELL and GROOME misinterpreted Plaintiff's realism with
22 a lack of interest in intervention.

23 15. On or about September 19, 2019, Defendants filed a Second Amended Complaint
24 in the Underlying Action, which did not include substantial substantive changes from the First
25 Amended Complaint. The Second Amended Complaint was filed for reasons that had nothing
26 to do with litigation strategy. The Second Amended Complaint added no value to the case, and
27 if anything, reduced the pressure on the bad actors named in the First Amended Complaint.

1 16. CONNOLLY continued litigating the Underlying Action utilizing the strategy
2 initiated by Plaintiff. Plaintiff is informed and believes that CONNOLLY made no attempt to
3 communicate to PURCELL and GROOME that he had been working on their case at the behest
4 of Plaintiff.

5 17. In or around July 2021, PURCELL and GROOME resolved the Underlying Action.

6 18. After PURCELL and GROOME terminated Plaintiff's representation of them,
7 CONNOLLY and his agents assured Plaintiff that Plaintiff's attorneys' fees would be fully paid.
8 After Plaintiff did not hear from PURCELL, GROOME, CONNOLLY, and their agents about
9 resolving Plaintiff's attorneys' fees, Plaintiff filed a Notice of Lien on or about June 9, 2020, in
10 the Underlying Action. Plaintiff filed this Notice solely to make all concerned aware of Plaintiff's
11 lien with the intention of it filing an action in Los Angeles Superior Court should the attorneys'
12 fees not be resolved.

13 19. Notably, after the Underlying Action was resolved by PURCELL and GROOME in
14 or around July 2021, Plaintiff was not provided an opportunity to seek its attorneys' fees directly
15 from Gilead Sciences – in violation of the fee agreement signed by PURCELL and GROOME.

16 20. Plaintiff suggested a mediation with a respected mediator, Steve Altman, Esq., to
17 attempt to resolve the fee dispute between Plaintiff and PURCELL, GROOME, and CONNOLLY
18 and including all other attorneys that had worked on the case. PURCELL and GROOME and
19 their attorneys agreed to this proposal and a mediation was scheduled with Mr. Altman for
20 February 1, 2021.

21 21. At the mediation, Mr. Altman made a mediator's proposal that was rejected by
22 Plaintiff on or about noon on February 4, 2022. PURCELL and GROOME filed an action seeking
23 declaratory relief that no fees were owed to Plaintiff that same day – February 4, 2022, in
24 Pennsylvania. PURCELL and GROOME filed an incoherent complaint claiming that no fees are
25 owed for Plaintiff's services and seeking declaratory relief. Notably, no claim for legal
26 malpractice is alleged. Instead, PURCELL and GROOME make defamatory and demonstrably
27 false claims as to Plaintiff's qui tam lead counsel in a transparently rapacious attempt to not pay
28 the money they owe.

1 22. Plaintiff relied upon participating first in informal negotiations with PURCELL
2 and GROOME and then waiting in good faith for the mediation resolution process. Plaintiff
3 reasonably relied on the assurances made by CONNOLLY and his agents, and delayed filing this
4 action in reliance on those assurances.

5 23. Prior to Plaintiff's discharge from the aforementioned matter, Plaintiff had
6 performed significant acts and services and advanced costs in Underlying Action.

7 24. Plaintiff is entitled to recovery pursuant to its lien on the settlement values of
8 PURCELL and GROOME in the Underlying Action pursuant to a binding and enforceable
9 written contract signed by both PURCELL and GROOME in California.

10 25. Alternatively, Plaintiff is entitled to the reasonable value of its services. The
11 estimated value of the claims of PURCELL and GROOME in the Underlying Action was in the
12 seven-figures.

13 26. Alternatively, Plaintiff is entitled to attorneys' fees pursuant to the Agreements
14 with PURCELL and GROOME.

15
16 **FIRST CAUSE OF ACTION**

17 **BY PLAINTIFF**

18 **FOR BREACH OF WRITTEN CONTRACT**

19 **AGAINST PURCELL, GROOME, AND DOES 1-100, INCLUSIVE**

20 27. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
21 inclusive, as though set forth in full herein.

22 28. The Agreements constitute contracts that exist between Plaintiff, on the one hand,
23 and PURCELL and GROOME, on the other hand. Plaintiff complied with all of the terms
24 necessary to obtain benefits under the Agreements and has performed all of Plaintiff's
25 obligations under the Agreements, unless excused.

26 29. Under the terms of the Agreements, Plaintiff is entitled to, at Plaintiff's option,
27 either the reasonable value of past services rendered or 45% of the total settlement. Plaintiff is
28 also entitled to the costs it advanced in prosecution of the Underlying Action.

1 30. Defendants breached the Agreements by failing to pay to Plaintiff the benefits to
2 which Plaintiff was and is entitled.

3 31. As a direct result of Defendant's breaches of the Agreements, Plaintiff has been
4 damaged in an amount not yet fully ascertained, but which damage includes the loss of the
5 contractual benefits under the Agreements.

6 32. As a direct and proximate result of the conduct of Defendants as described herein,
7 Plaintiff has been damaged in an amount according to proof in excess of the jurisdictional
8 minimum of the Court.

9 33. The conduct of Defendants was a substantial factor in causing Plaintiff's harm.

10 34. Said conduct was a proximate cause in Plaintiff's damages as stated below.

11 35. The damage allegations of Paragraphs 24 through 26, inclusive, are herein
12 incorporated by reference.

13
14 **SECOND CAUSE OF ACTION**

15 **BY PLAINTIFF**

16 **FOR BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

17 **AGAINST PURCELL, GROOME, AND DOES 1-100, INCLUSIVE**

18 36. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
19 inclusive, as though set forth in full herein.

20 37. In every contract, there is an implied promise of good faith and fair dealing. This
21 means that each party will not do anything to unfairly interfere with the right of any other party
22 to receive the benefits of the contract.

23 38. Defendants entered into the Agreements with Plaintiff.

24 39. Plaintiff did all, or substantially all, of the significant things the contract required
25 Plaintiff to do, or Plaintiff was excused from having to do those things.

26 40. All conditions required for Defendants' performance had occurred or were
27 excused.

1 41. Defendants unfairly interfered with Plaintiff's right to receive the benefits of the
2 contract.

3 42. As a direct and proximate result of the conduct of Defendants as described herein,
4 Plaintiff has been damaged in an amount according to proof in excess of the jurisdictional
5 minimum of the Court.

6 43. The conduct of Defendants was a substantial factor in causing Plaintiff's harm.

7 44. Said conduct was a proximate cause in Plaintiff's damages as stated below.

8 45. The damage allegations of Paragraphs 24 through 26, inclusive, are herein
9 incorporated by reference.

10
11 **THIRD CAUSE OF ACTION**

12 **BY PLAINTIFF**

13 **FOR QUANTUM MERUIT**

14 **AGAINST PURCELL, GROOME, AND DOES 1-100, INCLUSIVE**

15 46. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
16 inclusive, as though set forth in full herein.

17 47. From approximately July 2017 through approximately August 2019, Plaintiff was
18 acting pursuant to an express request for legal services from Defendants.

19 48. The services Plaintiff rendered to Defendants were intended to and did benefit
20 Defendants.

21 49. Plaintiff rendered valuable legal services to Defendants with the understanding
22 and expectation of both parties that compensation would be paid to Plaintiff from any gross
23 recovery.

24 50. Plaintiff, furthermore, advanced litigation costs with the expectation that it would
25 be paid back from any gross recovery – as specified in the fee agreement between Plaintiff and
26 Defendants.

27 51. Notwithstanding the written contract and clear understanding of payment to
28 Plaintiff, Defendants failed to pay Plaintiff the full and reasonable value of Plaintiff's work, labor,

1 services, and materials on behalf of Defendants such that Plaintiff has been damaged in an
2 amount according to proof in excess of the jurisdictional minimum of the Court.

3 52. As a direct and proximate result of the conduct of Defendants as described herein,
4 Plaintiff has been damaged in an amount according to proof in excess of the jurisdictional
5 minimum of the Court.

6 53. The conduct of Defendants was a substantial factor in causing Plaintiff's harm.

7 54. Said conduct was a proximate cause in Plaintiff's damages as stated below.

8 55. The damage allegations of Paragraphs 24 through 26, inclusive, are herein
9 incorporated by reference.

10
11 **FOURTH CAUSE OF ACTION**

12 **BY PLAINTIFF**

13 **FOR UNJUST ENRICHMENT**

14 **AGAINST CONNOLLY AND DOES 1-100, INCLUSIVE**

15 56. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
16 inclusive, as though set forth in full herein.

17 57. Defendants have unjustly benefitted, and continue to unjustly benefit from labor,
18 efforts, and services provided by Plaintiff because Defendants failed to pay Plaintiff
19 compensation and reimbursement for expenses necessarily incurred in connection with services
20 rendered to PURCELL and GROOME. As a direct, actual, and proximate result of Defendants'
21 failure to pay Plaintiff compensation and reimbursement for expenses and for attorneys' fees
22 incurred, Plaintiff has suffered – and continues to suffer – damages of attorneys' fees and
23 litigation costs advanced.

24 58. As a proximate result of Defendants' conduct, Defendants have been unjustly
25 enriched at the expense of Plaintiff. Defendants will continue to be unjustly enriched, and it
26 would be inequitable to allow them to retain the benefits of the labor efforts, and services of
27 Plaintiff who provide valuable services to PURCELL and GROOME unless Defendants are
28

1 ordered to pay Plaintiff its unpaid compensation and unpaid expenses necessarily incurred in
2 connection with services provided to PURCELL and GROOME.

3 59. As a direct and proximate result of the conduct of Defendants as described herein,
4 Plaintiff has been damaged in an amount according to proof in excess of the jurisdictional
5 minimum of the Court.

6 60. The conduct of Defendants was a substantial factor in causing Plaintiff's harm.

7 61. Said conduct was a proximate cause in Plaintiff's damages as stated below.

8 62. The damage allegations of Paragraphs 24 through 26, inclusive, are herein
9 incorporated by reference.

10
11 **FIFTH CAUSE OF ACTION**

12 **BY PLAINTIFF**

13 **FOR INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

14 **AGAINST CONNOLLY AND DOES 1-100, INCLUSIVE**

15 63. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
16 inclusive, as though set forth in full herein.

17 64. "A third party that impairs an attorney's rights under [his] lien may be subject to
18 liability for tortious interference with contractual relations." *Little v. Amber Hotel Company*
19 (2011) 202 Cal.App.4th 280, 291.

20 65. At all times relevant hereto, Plaintiff had valid and existing contracts with
21 PURCELL and GROOME, the Agreements.

22 66. At all times relevant hereto, CONNOLLY and DOES 1-100 had knowledge of the
23 Agreements and intended to induce PURCELL and GROOME to terminate Plaintiff's
24 representation under the Agreements.

25 67. At all times relevant hereto, the conduct of CONNOLLY and DOES 1-100 prevented
26 performance under the Agreements or made performance under the Agreements more
27 expensive or difficult.

1 68. At all times relevant hereto, CONNOLLY and DOES 1-100 intended to disrupt the
2 performance of the Agreements and/or knew that disruption of performance of the Agreements
3 was certain or substantially certain to occur.

4 69. As a direct and proximate result of the conduct of CONNOLLY and DOES 1-100 as
5 described herein, Plaintiff has been damaged in an amount according to proof in excess of the
6 jurisdictional minimum of the Court.

7 70. The conduct of CONNOLLY and DOES 1-100, was a substantial factor in causing
8 Plaintiff's harm.

9 71. Said conduct was a proximate cause in Plaintiff's damages as stated below.

10 72. The damage allegations of Paragraphs 24 through 26, inclusive, are herein
11 incorporated by reference.

12 73. The foregoing conduct of Defendants individually, or by and through their
13 managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable
14 conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff
15 or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be
16 free from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
17 intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code
18 §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or
19 make an example of Defendants.

20
21 **SIXTH CAUSE OF ACTION**

22 **BY PLAINTIFF**

23 **FOR INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC**

24 **ADVANTAGE**

25 **AGAINST CONNOLLY AND DOES 1-100, INCLUSIVE**

26 74. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
27 inclusive, as though set forth in full herein.

1 75. “A third party that impairs an attorney’s rights under [his] lien may be subject to
2 liability for tortious interference with [. . .] prospective economic advantage.” *Little v. Amber*
3 *Hotel Company* (2011) 202 Cal.App.4th 280, 291.

4 76. Plaintiff was in an economic relationship with both PURCELL and GROOME that
5 would have resulted in an economic benefit to Plaintiff.

6 77. CONNOLLY and DOES 1-100 were well aware of Plaintiff’s prospective economic
7 advantage and economic relationship with PURCELL and GROOME. Despite such knowledge,
8 Defendants willfully and maliciously engaged in conduct designed to disrupt the prospective
9 economic advantage and economic relationship so that Plaintiff would be unable to recover
10 attorneys’ fees and costs.

11 78. The conduct of CONNOLLY and DOES 1-100 consisted of intentionally interfering
12 with the contractual relations between Plaintiff and PURCELL and GROOME, and intentionally
13 inducing PURCELL and GROOME to terminate their agreement with Plaintiff, and thus to
14 deprive Plaintiff of its fees.

15 79. By engaging in such conduct, CONNOLLY and DOES 1-100 intended to disrupt the
16 relationship between Plaintiff and PURCELL and GROOME and/or knew that disruption of the
17 relationship was certain or substantially certain to occur.

18 80. As a direct and proximate result of the conduct of CONNOLLY and DOES 1-100 as
19 described herein, Plaintiff’s prospective advantage and economic relationship with PURCELL
20 and GROOME was in fact disrupted and/or destroyed.

21 81. As a direct and proximate result of the conduct of CONNOLLY and DOES 1-100 as
22 described herein, Plaintiff has been damaged in an amount according to proof in excess of the
23 jurisdictional minimum of the Court.

24 82. The conduct of CONNOLLY and DOES 1-100, was a substantial factor in causing
25 Plaintiff’s harm.

26 83. The damage allegations of Paragraphs 24 through 26, inclusive, are herein
27 incorporated by reference.
28

1 84. The foregoing conduct of Defendants individually, or by and through their
2 managing agents, was intended by Defendants to cause injury to Plaintiff or was despicable
3 conduct carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff
4 or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's right to be
5 free from interference by threats, intimidation, or coercion, or attempts to interfere by threats,
6 intimidation, or coercion, such as to constitute malice, oppression, or fraud under Civil Code
7 §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or
8 make an example of Defendants.

9
10 **SEVENTH CAUSE OF ACTION**

11 **BY PLAINTIFF**

12 **FOR CONVERSION**

13 **AGAINST CONNOLLY AND DOES 1-100, INCLUSIVE**

14 85. Plaintiff realleges and incorporates by reference paragraphs 1 through 23,
15 inclusive, as though set forth in full herein.

16 86. Plaintiff's right to receive full compensation for its work vested when Plaintiff's
17 work was performed.

18 87. The compensation that Plaintiff earned while representing PURCELL and
19 GROOME for Defendants constitute a property right which, at all times relevant hereto, was held
20 by Plaintiff.

21 88. As set forth herein, Defendants wrongfully withheld, and failed and refused to pay
22 Plaintiff the full amount of compensation to which it was entitled.

23 89. Defendant converted said compensation as part of an intentional and deliberate
24 scheme to maximize their portion of the settlement, at the expense of Plaintiff.

25 90. Plaintiff has been injured by Defendants' intentional conversion of such monies,
26 and is entitled to all monies converted by Defendants, with interest thereon as well as any and
27 all profits, whether direct or indirect, which Defendants acquired by their unlawful conversion.
28

1 4. For punitive damages against CONNOLLY, pursuant to Civil Code §3294, in an
2 amount sufficient to punish CONNOLLY for the wrongful conduct alleged herein and to deter
3 such conduct in the future;

4 5. For costs of suit herein incurred;

5 6. For post-judgment interest; and

6 7. For any other relief that is just and proper.

7 DATED: April 14, 2022

LAW OFFICES OF ALLISON M. SCHULMAN

8
9 By: 

Allison M. Schulman, Esq.
Attorneys for Plaintiff
HENNIG KRAMER RUIZ & SINGH, LLP

10
11
12 **JURY TRIAL DEMANDED**

13 Plaintiff demands trial of all issues by jury.

14 DATED: April 14, 2022

LAW OFFICES OF ALLISON M. SCHULMAN

15
16 By: 

Allison M. Schulman, Esq.
Attorney for Plaintiff
HENNIG KRAMER RUIZ & SINGH, LLP

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHRIS PURCELL and KIMBERLY GROOME,

Plaintiffs,

v.

ROB HENNIG and HENNIG
KRAMER RUIZ & SINGH P.C. f/k/a
HENNIG RUIZ P.C.,

Defendants.

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CIVIL ACTION

NO. 2:22-cv-00469-MAK

PLAINITFFS' OFFER OF JUDGMENT

PLEASE TAKE NOTICE THAT, Plaintiffs, Chris Purcell and Kimberly Groome (“Plaintiffs”), by and through their undersigned counsel, and in accordance with Rule 68 of the Federal Rules of Civil Procedure, hereby serve this Offer of Judgment (“Offer”) on Defendants, Rob Hennig and Kramer Ruiz & Singh P.C. f/k/a Hennig Ruiz P.C. (collectively, “Defendants”), as follows:

1. This Offer is being made to resolve the lien filed by Defendants’ on June 9, 2020 against Plaintiffs in the matter captioned *Purcell v. Gilead Sciences, Inc.*, No. CV 17-3523, and is intended to bring this litigation to a final conclusion between Plaintiffs and Defendants.

2. This Offer is further being made to resolve any and all claims Defendants have asserted or could assert of any kind arising out of or related in any way to Defendants’ representation of Plaintiffs.

3. Upon Defendants’ timely acceptance of this Offer, Plaintiffs shall follow the applicable provisions of Fed.R.Civ.P. 68 and shall then tender payment in a check for the amount

of the Offer to Defendants' counsel within 20 days after delivery by the Defendants of their acceptance of this Offer. Upon clearance of the check, Defendants will file a dismissal with prejudice dismissing all claims in this case, as well as in the related action *Purcell v. Gilead Sciences, Inc.*, No. CV 17-3523 against Plaintiffs, and all claims of any kind arising from or related in any way to Defendants' representation of Plaintiffs shall be deemed fully and finally resolved.

4. The total amount of this Offer is two hundred and twenty-five thousand dollars (\$225,000). This amount is inclusive of all attorney's fees and costs.

If Defendants do not accept this Offer, they may become obligated to pay Plaintiffs' costs and/or attorneys' fees incurred after the making of this Offer in the event that they do not recover a judgment that is more favorable than this Offer of Judgment pursuant to Fed.R.Civ.P. 68(d).

To accept this Offer, Defendants must serve written notice of acceptance thereof within fourteen (14) days of the date this Offer is made.

This Offer is not to be construed in any way as an admission of liability by the Plaintiffs, but rather is made solely for the purpose of compromising a disputed claim.

Dated: April 15, 2022

Respectfully submitted,

MILLER SHAH LLP

/s/ James C. Shah

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2022, a copy of the foregoing was served via electronic and first class mail on the following:

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/s/ James C. Shah
James C. Shah
MILLER SHAH LLP